


<b>INVITATION TO BID</b>  STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING				<b>BIDS WILL BE PUBLICLY OPENED:</b>  <div style="font-size: 1.2em; font-weight: bold;">DEC 03, 2009    10:00 AM</div>  PURCHASING AGENCY NO. :    107001	
=====> <b>VENDOR NO. :</b> <b>SOLICITATION :</b> 2237544 <b>FILE NO. :</b> Q31968H <b>OPENING DATE :</b> 12/03/09  <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		<b>SEE NO. 8 BELOW. RETURN BID TO</b>  <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> <span>2237544</span> <span>12/03/09</span> <span>Q31968H</span> </div> <b>OFFICE OF STATE PURCHASING</b> <b>OFFICE OF STATE PURCHASING</b> <b>POST OFFICE BOX 94095</b> <b>BATON ROUGE, LA 70804-9095</b>  <div style="display: flex; justify-content: space-between;"> <div> <b>BUYER :</b>    JANIS DONALDSON, CPPB  <b>BUYER PHONE :</b>    (225) 342-8015  <b>DATE ISSUED :</b>    11/12/09  <b>REQ. AGENCY :</b>    811000         </div> <div>FOLD HERE--&gt;</div> </div> <div style="text-align: center; font-weight: bold; margin-top: 5px;">PRISON ENTERPRISES</div> <div> <b>AGENCY REQ. NO. :</b>    811-97923  <b>ISIS REQ. NO. :</b>    1328825  <b>VENDOR PHONE :</b>  <b>FISCAL YEAR :</b>    10  <b>CLASS/SUBCLASS :</b>    80048  <b>SCHEDULED BEGIN DATE :</b>    00/00/00  <b>SCHEDULED END DATE :</b>    00/00/00  <b>T-NUMBER :</b> </div>			
<div style="font-size: 1.1em; font-weight: bold;">FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</div>					
<i>INMATE PERSONAL PROPERTY ITEMS - PE</i> <i>(CDC - MEN'S WORK BOOTS/TENNIS SHOE)</i>					
TO BE COMPLETED BY VENDOR					
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).					
INSTRUCTIONS TO BIDDERS					
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. <span style="float: right;">FOLD HERE--&gt;</span> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 010DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.					
<b>VENDOR PHONE NUMBER:</b> <b>FAX NUMBER:</b>		<b>TITLE</b>		<b>DATE</b>	
<b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b> <b>(MUST BE SIGNED)</b>			<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>		

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE:</p> <p>NA</p> <p>NA</p> <p>NA</p> <p>13. BID FORMS.</p> <p>ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <p>A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;</p> <p>B. BID FILLED OUT IN PENCIL; AND</p> <p>C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY.</p> <p>ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION.</p> <p>BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING.</p> <p>BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS.</p> <p>THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES .</p> <p>UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES.</p> <p>BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES.</p> <p>VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> <li>1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</li> <li>2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</li> <li>3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.</li> </ol>			

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BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:  
 OFFICE OF STATE PURCHASING  
 P O BOX 94095  
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
 CLAIBORNE BUILDING, SUITE 2-160  
 1201 NORTH THIRD STREET  
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

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 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.  
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**\*\*ATTENTION:\*\***

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:  
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp)  
 ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2

TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

3

SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

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<p>4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</p> <p>5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</p> <p>6 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.</p> <p>DO YOU CLAIM THIS PREFERENCE?    YES_____</p> <p>SPECIFY LINE NUMBER (S) : _____</p> <p>_____</p> <p>SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____</p> <p>_____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p> <p>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE?    YES_____      NO_____</p> <p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p> <p>YES_____      NO_____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>7 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.</p> <p>8 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE</p>			

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USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.

9 CANCELLATION  
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

10 ALL LINES BID MUST HAVE A BRAND SPECIFIED.

11 IF THE VENDOR FAILS TO MAKE DELIVERY WITHIN THE TIME SPECIFIED ON THIS PURCHASE ORDER, OR IF THE DELIVERY IS LATE OR UNSATISFACTORY, THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS RESERVES THE RIGHT TO CANCEL AND TO PURCHASE ELSEWHERE, CHARGING ANY INCREASE IN PRICE TO THE VENDOR ON THE ORIGINAL PURCHASE ORDER.

12 AWARD OF CONTRACT: IT IS THE INTENTION OF THE STATE OF LOUISIANA TO AWARD THIS CONTRACT BY GROUPS OF ITEMS AS FOLLOWS:

00001	THRU	00006	MEN'S WORK BOOTS, LACE-UP LEATHER, BLACK
00007	THRU	00009	MEN'S WORK BOOTS, LACE-UP, TAN NUBUC
00010			MEN'S TENNIS SHOES, WHITE, LOW-TOP

HOWEVER, THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL OR NONE BASIS AND TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES.

13 \* NOTE \* VENDOR IS NOT TO DELIVER ALL OR ANY PORTION OF THIS ORDER UNTIL CALLED FOR BY THE AGENCY. SEE DELIVERY NOTES BELOW:

INMATE PERSONAL PROPERTY ITEMS (FOOTWEAR) CONTRACT AS SPECIFIED FOR A TWELVE (12) MONTH PERIOD OF DELIVERY TO BEGIN 01/01/2010 AND TO END 12/31/2010.

VENDORS ARE NOT REQUIRED TO INVENTORY CONTRACT AMOUNT, AS THESE ARE ESTIMATED USAGE QUANTITIES ONLY, BASED ON PRIOR USAGE AND ESTIMATED FUTURE ORDERS. NO GUARANTEE IS MADE AS TO QUANTITY.

DESIRED DELIVERY:  
 ITEMS TO BE CALLED FOR AS NEEDED BY AGENCY, DESIRED DELIVERED WITHIN 10 DAYS AFTER NOTIFICATION BY AGENCY. DO NOT SHIP UNTIL CALLED FOR. DELIVERIES ACCEPTED MONDAY THRU FRIDAY, 7AM TO 2PM, EXCEPT HOLIDAYS.

\*\*SPECIFY QUOTED DELIVERY: \_\_\_\_\_ DAYS ARO

SHIPPING: ITEMS TO BE PACKED SO AS TO NOT BE DAMAGED IN ANY WAY. AGENCY WILL NOT ACCEPT IF ITEMS ARE DAMAGED. PACKING SLIP/INVOICE MUST ACCOMPANY EACH SHIPMENT.

\*\*\* SPECIAL NOTES \*\*\*

- STYLE AVAILABILITY: ANY STYLE/MODEL OF AN ITEM OFFERED MUST BE AVAILABLE THROUGH DEC. 31, 2010, AT A MINIMUM. NO CLEARANCE OR CLOSE-OUT ITEMS SHOULD BE BID. SUBSTITUTIONS MAY NOT BE ACCEPTED ONCE A CONTRACT IS AWARDED.

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- RETURN/EXCHANGE POLICY: SUCCESSFUL BIDDERS ARE TO PROVIDE A MINIMUM 10-DAY WARRANTY ON ALL FOOTWEAR. THE PRODUCT IS TO BE COVERED FROM THE DAY THE END USER RECEIVES THE PRODUCT UP TO 10 DAYS. AFTER THE 10 DAYS HAS EXPIRED, THE MANUFACTURER'S WARRANTY (IF ANY), WILL COVER THE REMAINING WARRANTY ON THAT PRODUCT. ALL RETURNS/EXCHANGES MADE BY THE END USER WITHIN THE 10 DAY PERIOD WILL BE MADE AT NO CHARGE TO THE END USER FOR DEFECTIVE ITEMS.

ALL WAREHOUSE RETURNS FOR DEFECTIVE ITEMS ARE TO BE MADE AT NO CHARGE TO THE AGENCY.

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ALL ITEMS ARE FOR RESALE. ONLY BRAND NAME(S) SPECIFIED (WHERE INDICATED WITHOUT "OR EQUAL") WILL BE ACCEPTED. (R.S.39: 1651 - 1657)

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15

EVERY ITEM BID MUST HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS SHALL INCLUDE ITEMS WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

16

SECONDS AND IRREGULARS ARE NOT ACCEPTABLE.

17

SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

18

PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER PAIR).

19

BIDDERS TO PROVIDE INFORMATION AFTER EACH ITEM ON THE SOLICITATION IN THE SPACE(S) PROVIDED. FAILURE TO DO SO MAY ELIMINATE YOUR BID FROM CONSIDERATION.





PRICE SHEET		INVITATION TO BID			
NUMBER : 2237544 OPEN DATE : 12/03/09      TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:            PRISON ENTERPRISES            INMATE PROPERTY/CDC            LA STATE PENITENTIARY            GENERAL DELIVERY            ANGOLA , LA 70712</p> <p>COMMODITY CODE: 800-86-000000</p> <p>BLANKET ORDER CONTRACT TO SUPPLY INMATE PERSONAL PROPERTY FOOTWEAR FOR RESALE FOR A PERIOD OF ONE (1) YEAR BEGINNING: JANUARY 1, 2010 THRU DECEMBER 31, 2010</p> <p>***** ITEMS ARE TO BE CALLED FOR AS NEEDED BY THE AGENCY AND DELIVERED WITHIN 10 DAYS AFTER NOTIFICATION.</p> <p>MENS' WORK BOOTS: (ITEMS 1 - 6)</p> <p>BLACK LEATHER, LACE-UP, MAXIMUM HEIGHT 6", MAXIMUM HEEL 2", FEATURES INCLUDE: GOODYEAR WELT 18 IRON CORK AND RUBBER SOLE, CUSHIONED INSOLE &amp; SEPARATE HEEL, SMOOTHER 18 IRON NONSKID SOLE, BOOTS SHALL HAVE NO STEEL TOE, NO STEEL SHANK, THEY SHALL NOT BE MILITARY OR FATIGUE TYPE - NO ARMY ISSUE, NO POINTED TOE, NO INSULATION.</p> <p>ITEM 1: AVAILABLE SIZES SHALL BE 7 - 14</p> <p>BRAND: SHOE CORP #194 OR EQUAL</p> <p>SPECIFY BRAND (&amp; NUMBER IF APPLICABLE)</p>	250	PAIR		
00002	<p>COMMODITY CODE: 800-86-000000</p> <p>MENS WORK BOOTS: LACE-UP LEATHER (SPECIFICATIONS SAME AS ITEM 1) SIZE 15</p>	15	PAIR		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237544 OPEN DATE : 12/03/09      TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	BRAND: SHOE CORP #194 OR EQUAL  _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00003	COMMODITY CODE: 800-86-000000  MENS WORK BOOTS: LACE-UP LEATHER (SPECIFICATIONS SAME AS ITEM 1) SIZE 16  BRAND: SHOE CORP #194 OR EQUAL  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	10	PAIR	_____	_____
00004	COMMODITY CODE: 800-86-000000  MENS WORK BOOTS: LACE-UP LEATHER (SPECIFICATIONS SAME AS ITEM 1) SIZE 17  BRAND: SHOE CORP #194 OR EQUAL  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	10	PAIR	_____	_____
00005	COMMODITY CODE: 800-86-000000  MENS WORK BOOTS: LACE-UP LEATHER (SPECIFICATIONS SAME AS ITEM 1) SIZE 18  BRAND: SHOE CORP #194 OR EQUAL	10	PAIR	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237544 OPEN DATE : 12/03/09      TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00006	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____ COMMODITY CODE: 800-86-000000 MENS WORK BOOTS: LACE-UP LEATHER (SPECIFICATIONS SAME AS ITEM 1) SIZE 19 BRAND: SHOE CORP #194 OR EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	10	PAIR	_____	_____
00007	COMMODITY CODE: 800-86-000000 MENS' WORK BOOTS: _____ TAN NUBUCK, LACE UP, MAXIMUM HEIGHT 6", MAXIMUM HEEL 2", NO STEEL TOE, NO STEEL SHANK. THEY SHALL NOT BE MILITARY NOR FATIGUE STYLE - NO ARMY ISSUE, NO POINTED TOE, NO INSULATION GOODYEAR WELT CONSTRUCTION, NON-MARKING GUM LUG SOLE AVAILABLE SIZES: 7 - 13 **BRAND: REDWOODS STYLE 642 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	800	PAIR	_____	_____
00008	COMMODITY CODE: 800-86-000000 MENS' WORK BOOTS:TAN NUBUCK	20	PAIR	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237544 OPEN DATE : 12/03/09      TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	(SAME SPECIFICATIONS AS ITEM 7)  _____ SIZE: 14  _____ **BRAND: REDWOODS STYLE 642  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00009	COMMODITY CODE: 800-86-000000  MENS' WORK BOOTS: TAN NUBUCK (SAME SPECIFICATIONS AS ITEM 7)  SIZE: 15  **BRAND: REDWOOD STYLE 642  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	20	PAIR	_____	_____
00010	COMMODITY CODE: 800-86-000000  MENS' TENNIS-STYLE SHOES:  BASKETBALL SHOE, ALL LEATHER CONSTRUCTION, WHITE UPPER, WHITE SOLE, LOW CUT, NO HIGH TOPS.  **BRAND: NIKE AIR FORCE 1 (RETRO STYLE)  SIZES: 6 - 15  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	500	PAIR	_____	_____